

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

JUL - 8 2022

RICK WARREN  
COURT CLERK

Oklahoma Department of Securities )  
*ex rel.* Melanie Hall, Administrator, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
Premier Global Corporation, )  
Premier Factoring, LLC, )  
Premier Factoring Group, LLC, PF-2, LLC, )  
PF-3, LLC, PF-4, LLC, PF-5, LLC, PF-6, LLC, )  
and PF-7, LLC, )  
 )  
Defendants. )

42 \_\_\_\_\_

CJ-2021-4397  
*Judge Don Andrews*

**PLAINTIFF'S MOTION FOR SANCTIONS**

Plaintiff, Oklahoma Department of Securities *ex rel.* Melanie Hall, Administrator, respectfully moves this Court, pursuant to Section 1-602 of the Oklahoma Uniform Securities Act of 2004 ("Act"), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (2022), for an order enjoining all Defendants from further offers, sales or renewals of securities in and/or from Oklahoma and assessing a civil penalty of Two Hundred Fifty Thousand Dollars (\$250,000.00) against Defendant Premier Global Corporation.

**THE EMERGENCY APPLICATION**

On October 15, 2021, Plaintiff filed an *Application for Order Enforcing Administrative Subpoenas and Authority in Support* (the "Application"). In the Application, Plaintiff requested the assistance of the Court in enforcing compliance with one specific item (Item No.



5)<sup>1</sup> contained in separate subpoenas issued by Plaintiff to each of the nine Defendants on August 11, 2020 (collectively the “Subpoenas”). In the Application, Plaintiff also requested the issuance of an injunction and the imposition of a civil penalty as authorized by Section 1-602 of the Act.

A hearing on the Application was held by the Court on March 22, 2022, and a Journal Entry was entered (the “Order”). The Court ordered that Defendants produce those records specified in Item No. 5 of each of the Subpoenas, along with all necessary “supporting documents related to the factoring of said invoices” for 12 calendar days between May 2019 and July 2020. The Order required that these documents be produced by June 2, 2022. A copy of the Order is attached hereto as **Exhibit “A”**.

On June 10, 2022, Plaintiff filed *Plaintiff’s Emergency Application for Equitable and Other Relief* (“Emergency Application”) based on Defendants’ failure to comply with the Order after Defendants produced no documents by June 2, 2022.

A hearing on the Emergency Application was held by the Court on June 13, 2022, and the Court ordered Defendants to “completely produce all records specified by the Order” by July 1, 2022 (the “Emergency Order”). Further, that should Defendants fail to completely comply an order “will be entered enjoining Defendants from any further offers, sales or renewals of any securities ... and imposing a civil penalty in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00). *See*, Emergency Order attached hereto as **Exhibit “B”**.

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<sup>1</sup> Item No. 5 of the Subpoenas requests: “Documents identifying all invoices and receivables acquired and/or purchased by you including the names of all vendors and payees of such invoices and receivables.”



## INITIAL PRODUCTION

Defendants are fully aware of what should have been produced because they have previously provided Plaintiff with a small representative sample in response to the August 11, 2020 administrative subpoenas. *See*, Premier invoice example attached as **Exhibit “C”**. In July 2021, Counsel for Defendants also provided an example of an invoice transaction to Plaintiff to explain Defendants’ billing and factoring services to the Department. **Exhibit “D”**. Furthermore, Counsel for Defendants has explained to the Court that providing an invoice without the underlying supportive information is not adequate to compare the information with bank record transactions for accuracy. *See*, transcript from March 22, 2022 hearing pages 69 and 70, lines 15-25 and 1-2, attached as **Exhibit “E”**.

Finally, in connection with the requirement of the Order to produce the factored invoices and all supporting documents, counsel for the Defendants agreed in April of 2022 that such supporting documents would include the following items: subcontractor applications for factoring or billing; billing service and advance payment fee schedules; and balance release statements. *See*, emails attached as **Exhibit “F”**.

## RECENT PRODUCTION AND VIOLATION OF THE EMERGENCY ORDER

Defendants violated the Emergency Order by (1) failing to produce the required supporting documents, and (2) producing records that bear no resemblance to previously referenced samples. On July 1, 2022, beginning at approximately 4:20 p.m., Defendants produced a limited and inadequate number of records in response to the Emergency Order. This production failed to provide the life cycle for each factored invoice as was thoroughly described in the March 22, 2022 hearing.



In response to the Emergency Order, Defendants produced limited invoice factoring documentation that included approximately four (4) to six (6) pages of information for each invoice. *See*, partial production example attached as **Exhibit “G”**. Counsel for Defendants previously outlined to this Court that the documentation for each invoice would be between thirty (30) to sixty (60) pages. *See*, transcript from March 22, 2022 hearing page 68, lines 3-9, attached as **Exhibit “H”**.

Specifically, Defendants failed to produce at a minimum the following items relating to each of the factored invoices: the billing service and advance payment fee schedules, and the balance release statements. This information is critical to Plaintiff’s ability to determine the accuracy and truthfulness of the revenue representations made to investors by Defendants and their agents to investors. As stated above, Defendants fully understand that this omitted information is essential and acknowledged that the Order required the production of the supporting documents. *See*, the April 14, 2022 emails attached as **Exhibit “F”**. The information sought is vitally important to determine whether invoicing activity has actually occurred and whether revenue from the invoicing activity is sufficient to repay investors as the Defendants represent.

## **CONCLUSION**

Based to the Defendants’ violation of the Emergency Order, Plaintiff requests that the sanctions dictated by the Court at the conclusion of the June 13, 2022 hearing be immediately imposed.



Respectfully submitted,

OKLAHOMA DEPARTMENT OF SECURITIES  
MELANIE HALL, ADMINISTRATOR

By:

  
\_\_\_\_\_  
Patricia A. Labarthe, OBA No. 10391

Jennifer Shaw, OBA No. 20839

Shaun Mullins, OBA No. 16869

Oklahoma Department of Securities

204 North Robinson, Suite 400

Oklahoma City, Oklahoma 73102

Telephone (405) 280-7700

Fax (405) 280-7742

Email: plabarthe@securities.ok.gov

jshaw@securities.ok.gov

smullins@securities.ok.gov

### CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 2 day of July, 2022, a true and correct copy of the above and foregoing *Plaintiff's Motion for Sanctions* was emailed and mailed via first-class US mail, with postage prepaid thereon, and addressed to:

John D. Russell

A.J. Hofland

GableGotwals

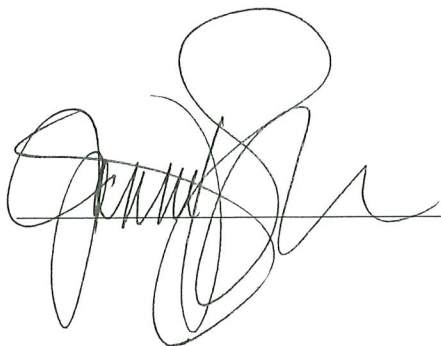
110 N. Elgin Avenue, Suite 200

Tulsa, OK 74120

jrussell@gablelaw.com

ahofland@gablelaw.com

*Attorneys for Defendants*

  
\_\_\_\_\_



IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

APR 18 2022

RICK WARREN  
COURT CLERK

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Oklahoma Department of Securities  
*ex rel.* Melanie Hall,  
Administrator,  
Plaintiff,

v.

Premier Global Corporation;  
Premier Factoring, LLC;  
Premier Factoring Group, LLC; PF-2, LLC;  
PF-3, LLC; PF-4, LLC; PF-5, LLC; PF-6, LLC;  
and PF-7, LLC,

Defendants.

Case No. CJ-2021-4397

JOURNAL ENTRY

The captioned matter came before this Court on March 22, 2022, on the application of the Oklahoma Department of Securities ("Plaintiff") for an order enforcing certain subpoenas issued pursuant to Section 1-602 of the Oklahoma Uniform Securities Act of 2004, Okla. Stat. Ann. tit. 71, §§ 1-101 through 1-701 (West 2021) to the following entities: Premier Global Corporation; Premier Factoring, LLC; Premier Factoring Group, LLC; PF-2, LLC; PF-3, LLC; PF-4, LLC; PF-5, LLC; PF-6, LLC; and PF-7, LLC (collectively referred to as "Defendants").

Plaintiff and Defendants appeared by counsel. At the hearing, Plaintiff withdrew its requests for relief for (1) injunctive relief to prevent Defendants from the offer and sale of securities pending subpoena compliance, and (2) the imposition of a \$250,000 civil penalty, jointly and severally, against Defendants. The Court, having heard and considered the arguments of the parties, and being fully advised thereof, finds that Plaintiff's *Application for Order Enforcing Administrative Subpoenas and Authority in Support* ("Application") should



be granted in part and denied in part. Plaintiff's request to compel the production of all records requested in Document Request No. 5 for the period identified in the subpoenas is DENIED. Plaintiff's request, as modified, to compel certain invoices across 12 days within the subpoena period and related documents is GRANTED.

IT IS THEREFORE ORDERED that Defendants shall produce to Plaintiff, within forty-five (45) days from the entry date of this *Journal Entry*, all invoices factored by Defendants on the dates identified below and the supporting documents related to the factoring of said invoices.

- Wednesday, May 1, 2019
- Wednesday, May 15, 2019
- Wednesday, August 7, 2019
- Wednesday, August 21, 2019
- Wednesday, December 4, 2019
- Wednesday, December 18, 2019
- Wednesday, February 5, 2020
- Wednesday, February 19, 2020
- Wednesday, April 1, 2020
- Wednesday, April 15, 2020
- Wednesday, July 1, 2020
- Wednesday, July 15, 2020

IT IS FURTHER ORDERED that Plaintiff may apply to this Court if additional invoice information is necessary.

Entered this 14<sup>th</sup> day of April, 2022.

  
DISTRICT COURT JUDGE

**CERTIFIED COPY**  
AS FILED OF RECORD  
IN DISTRICT COURT

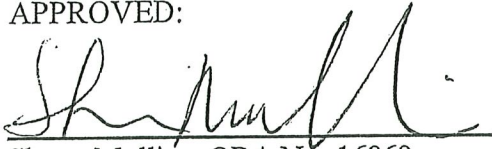
APR 18 2022

**RICK WARREN** COURT CLERK  
Oklahoma County





APPROVED:



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Jennifer Shaw, OBA No. 20839  
Patricia A. Labarthe, OBA No. 10391  
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*Attorneys for Defendants*



FILED IN DISTRICT COURT  
OKLAHOMA COUNTY

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

JUN 23 2022

RICK WARREN  
COURT CLERK

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Oklahoma Department of Securities )  
*ex rel.* Melanie Hall, )  
Administrator, )  
Plaintiff, )  
v. )  
Premier Global Corporation, )  
Premier Factoring, LLC, )  
Premier Factoring Group, LLC, PF-2, LLC, )  
PF-3, LLC, PF-4, LLC, PF-5, LLC, PF-6, LLC, )  
and PF-7, LLC, )  
Defendants. )

Case No. CJ-2021-4397  
*Judge Don Andrews*

JOURNAL ENTRY

The captioned matter came before the Court on June 13, 2022, on *Plaintiff's Emergency Application for Equitable and Other Relief* ("Emergency Application"). Plaintiffs and Defendants appeared by counsel. The Court, having heard and considered the arguments of the parties, finds as follows:

IT IS HEREBY ORDERED that Premier Global Corporation; Premier Factoring, LLC; Premier Factoring Group, LLC; PF-2, LLC; PF-3, LLC; PF-4, LLC; PF-5, LLC; PF-6, LLC; and PF-7, LLC (collectively referred to as "Defendants") shall, on or before July 1, 2022, completely produce all records designated by this Court pursuant to the April 14, 2022 Journal Entry (the "Order").

IT IS FURTHER ORDERED that should Defendants fail to completely produce all records specified by the Order on or before July 1, 2022, an order of this Court will be entered enjoining Defendants from any further offers, sales or renewals of any securities, as defined by the Oklahoma Uniform Securities Act of 2004, Okla. Stat. tit. 71, §§ 1-101 through 1-701 (West 2022), in and/or from the state of Oklahoma, and imposing a civil penalty in the amount of

EXHIBIT

B



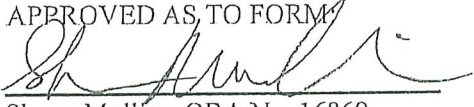
Two Hundred Fifty Thousand Dollars (\$250,000.00) upon Defendant Premier Global Corporation.

IT IS FURTHER ORDERED that the hearing on *Defendants' Motion for Extension of Production Deadline* set for August 11, 2022, at 1:30 p.m. is STRICKEN from the docket of the Court.

Entered this 17<sup>th</sup> day of June, 2022.

  
DISTRICT COURT JUDGE

APPROVED AS TO FORM:

  
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Jennifer Shaw, OBA No. 20839  
Patricia A. Labarthe, OBA No. 10391  
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**CERTIFIED COPY**  
AS FILED OF RECORD  
IN DISTRICT COURT

JUN 23 2022

**RICK WARREN** COURT CLERK  
Oklahoma County





# Premier Construction Billing Job Report

10/1/2020

Client: Handy Hands Construction  
 Project: Casey's (3-10)  
 Address: [REDACTED], Oklahoma City, OK 73099  
 GC: Williams Construction Company

Job Status: Closed  
 Date: 9/16/2019  
 Vend. PO #: N/A  
 GC Project#: 19-2381-1

(Contract Sum - Total Collected)  
 Current Contract Balance: \_\_\_\_\_  
 (Total Collected - Total Liabilities)  
 Current Premier Balance: \_\_\_\_\_

## Job Totals

Original Contract: \$ 35,000.00  
 Change Order Additions: \$ (1,000.00)  
 Change Order Deductions: \$ (1,000.00)  
 Contract Sum To Date: \$ 34,000.00  
 Total Invoiced: \$ 34,000.00  
 Total Collected: \$ 34,000.00  
 Total Remaining Contract: \$ (Sum to Date - Invoiced to GC)  
 Total Cash Advanced: \$ (27,960.00)  
 Total Vendor Payments: \$ (1,712.60)  
 Total Advance & Processing Fees: \$ (1,712.60)  
 Total Late Fees: \_\_\_\_\_  
 Sales Commission Fees: \_\_\_\_\_  
 Invoicing Fees: \$ (50.00)  
 Un-Advanced Balance Released: \$ (4,277.40)  
 Retainage Released: \_\_\_\_\_  
 Total Client Liabilities to Premier: \$ (34,000.00)

## Invoice Schedule

Invoice #	Total Value Inc. Retainage	Collectable Value	Date Submitted	Invoice Projected to:	Days from Projection to Collection	Total Amount Collected	Date Total Collected	Applied Apps
1	\$ 35,000.00	\$ 35,000.00	8/6/2019	8/6/2019	41	\$ 34,000.00	9/16/2019	1
2	\$ (1,000.00)	\$ (1,000.00)	9/16/2019	9/16/2019			9/16/2019	2
3								

Tot. Inv. Submitted To Date: \$ 34,000.00  
 Retainage withheld: \_\_\_\_\_  
 Total Earned: \$ 34,000.00  
 Remaining Contract: \_\_\_\_\_ (Including Retainage)  
 Subtotal Collected: \$ 34,000.00 (Date)  
 Retainage Collected: \_\_\_\_\_  
 Total Collected: \$ 34,000.00  
 Retainage Paid: \_\_\_\_\_  
 Retainage Sales Commission: \_\_\_\_\_  
 Retainage Balance: \_\_\_\_\_

## App Schedule

App #	Collectable Value	Total Collected	Tot. Cash Adv./Vendors Paid	Adv. & Processing Fees	Late Fees	Sales Commission Fees	Unwithheld Retainage From Prev. App	Invoicing Fees	Un-Adv. Final Balance	Amount Released	Date Released
1	\$ 35,000.00	\$ 34,000.00	\$ (27,960.00)	\$ (1,712.60)				\$ (50.00)	\$ 4,277.40	\$ 4,277.40	9/16/2019
2	\$ (1,000.00)										
3											
Totals:	\$ 34,000.00	\$ 34,000.00	\$ (27,960.00)	\$ (1,712.60)				\$ (50.00)	\$ 4,277.40	\$ 4,277.40	
Total Collectable Value: \$ 34,000.00										Total Un-Adv. Released: \$ 4,277.40	

EXHIBIT

CONFIDENTIAL

PREMIER 00008016





**Subcontractor Application for Billing Service**

Trade: Carpentry

Application #: 00009-0010-AB01

Vendor PO #: n/a

Date: 08/06/2019

Project: Casey's 13001 West Reno

GC: Williams Construction Company

Address: [REDACTED]

City: Oklahoma City

State: OK

Zip: 73099

Project #: 19-2301-1

Retainage: 0 %

Original Contract: \$35,000.00

Contract Sum to Date: \$35,000.00

**Schedule of Values:**

Item #	Description of Work	Scheduled Value Amount	Prev. % Complete	Prev. Value	Work % Comp. to Date	Completed Value
Entered as scope broken out on bid and/or executed contract						
1	Supplier/Vendor Budget	\$0.00	0%	\$0.00	0%	\$0.00
2	Total Framing Labor	\$35,000.00	0%	\$0.00	100%	\$35,000.00

Total Billed To Date:	\$35,000.00	Total Collectable Value This App:	\$35,000.00	Total Advance Allowed:	\$27,960.00	80.00%
Previously Billed:	\$0.00	Total Value of Material This App:	\$0.00	Advances Requested to Date:	\$27,960.00	80.00%
Subtotal This App:	\$35,000.00	Carryover Material Holdback:	\$50.00	Fees Incurred to Date:	\$1,677.60	4.80%
Retainage This App:	\$0.00	Total Collectable Value of Labor This App:	\$34,950.00	Remaining Available Advance Amount:	\$0.00	

Client: Handy Hands Construction

Primary User: Rodney Fanning

Phone # [REDACTED]

Email: [REDACTED]

Applicant: David Pineda

[REDACTED] 08/06/2019

Thank you for allowing us to help further your success!



**Premier Construction Billing**  
Billing Service & Advanced Payment Schedule of Fees

Client: Handy Hands Construction App Date: 8/6/19  
Project: Casey's 1 App #: 9-10-AB01  
Address: [REDACTED] Oklahoma City, OK 73099  
GC: [REDACTED] GC Project #: 19-2381-1 Vend. PO #: 35000

Total Contract to Date: \$ 35,000.00 Total Contract Billed to Date: \$ 35,000.00

Billing Service and Advance Payment Schedule		Advance Payment: Yes	
	Un-Advanced (20% CAV)		(80% CAV)
Total Face Value this Application: \$ <u>35,000.00</u>	Initial Balance: \$ <u>6,990.00</u>	Total Available for Advance: \$ <u>27,960.00</u>	
Total Material Face Value: <u>                    </u>	Less Adv. 1 Fees: \$ <u>5,277.40</u>	8/9/19 Adv. 1 Payment: \$ <u>27,960.00</u>	
Total Labor Face Value: \$ <u>35,000.00</u>	Less Adv. 2 Fees: \$ <u>-</u>	Adv. 2 Payment: <u>                    </u>	
Retainage %: <u>0.00%</u>	Less Adv. 3 Fees: \$ <u>-</u>	Adv. 3 Payment: <u>                    </u>	
Retainage Amount: \$ <u>-</u>	Less Adv. 4 Fees: \$ <u>-</u>	Adv. 4 Payment: <u>                    </u>	
Total Collectable Value: \$ <u>35,000.00</u>	*Un-Advanced	Total Sub. Adv. Payments: \$ <u>27,960.00</u>	
Total Advance Value of Labor: \$ <u>35,000.00</u>	Final Balance: \$ <u>5,277.40</u>	Remaining Advance Available: \$ <u>-</u>	
(CV-Material)			
Sales Commission Fee: \$ <u>-</u>	Advance Payment Breakdown		Fee% Adv. Fee \$ Processing Fee \$
Unwithheld Retainage	1st Adv: 80%	4.80%	\$ (1,677.60) \$ (35.00)
From Previous App: \$ <u>-</u>	2nd Adv:		
Invoicing Fee: \$ <u>(50.00)</u>	3rd Adv:		
Current Application Value: \$ <u>34,950.00</u>	4th Adv:		

Item #	Vendor Holdbacks	Amount Due	Amount Advanced	Advance Date	6% Material Advance Fee
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
Vendor Totals		\$ -	\$ -		\$ -

Notes:

\* Un-Advanced Balance on this application less Adv/Late fees will be released upon PCB receiving payment in full from GC.



8/7/2019

Payment Confirmation



## Payment Confirmation

The CCD Payment request below has been transmitted successfully.

### Template Information

Template name: Handy Hands  
Request type: CCD Payment  
Company name/ID: Premier Payments [REDACTED]  
Template description: ACH  
Debit account: [REDACTED] Premier Construction Services In  
Effective date: 08/08/2019  
Transmit Status: Transmitted  
Confirmation number: 2579711488

### Credit/Destination Accounts

ABA/TRC	Account	Account Type	Name	Detail ID	Amount
[REDACTED]	[REDACTED]	Checking	Handy Hands		\$27,960.00
Additional information: Advance Partial Payment on App 9-10-1					
				Total:	\$27,960.00

### Approval History Information

Approval status: 1 of 1 received

Action	User ID	Date
Enter Request	TRANSFER2	08/07/2019 01:04:47 PM (ET)
Approve/Transmit Request	TRANSFER2	08/07/2019 01:04:47 PM (ET)





# Invoice

In Association with Handy Hands Construction

Derby, KS 67037

Project Management: Rodney Fanning

Mobile #:

Billing:

Brad Parish

Mobile #:

Bill To:

Nick Sellars

Williams Construction Company

Springfield, MO 65803

Invoice #:

9-10-A01

Date:

8/6/19

Payment Due by:

9/5/19

Project Name:

Casey's OKC, OK

Project #:

19-2381-1

Description of Work	\$ Amount
Complete Framing Labor	\$ 35,000.00
We thank you for the continued work with Williams Construction!	

## Special Notes and Instructions

Please make all checks payable to: Premier Construction Billing

Should you have any questions concerning this invoice, billing or payments, please contact:

Brad Parish

Total Earned: \$ 35,000.00

Retainage %: 0.00%

Retainage Total: \$

Current Payment Due: \$ 35,000.00

Thank you for your business!

The following invoice has been generated on behalf of Handy Hands Construction  
in association with Premier Construction Billing.  
All payments should be sent to Premier Construction Billing Derby, KS 67037

CONFIDENTIAL

PREMIER\_00008020



Williams Construction Arkansas, Inc/2146 N Packer Rd

010248

7-29-19	[REDACTED]	[REDACTED]	1000.00-	.00	1000.00-
8-06-19	9-10-A01	2381-Casey's OKC Yukon	35000.00	.00	35000.00

9-09-19	9010248	34000.00	.00	34000.00
---------	---------	----------	-----	----------



Security Features are indicated on each

Old Missouri Bank

010248

Williams Construction Arkansas, Inc

Pay: \*\*\*\*\*Thirty-four thousand dollars and no cents

Pay to the  
Order of

September 9, 2019 9010248 \$\*\*\*\*\*34,000.00

HANDY HAND CONSTRUCTION

*Michael Williams*

11<sup>th</sup>



**Premier Construction Billing**  
Un-Advanced Balance Release Statement

Date Released: 9/16/19

Client: Handy Hands Construction  
Project: Casey's [REDACTED]  
Address: [REDACTED] Oklahoma City, OK 73099  
GC: Williams Construction Company

GC Project #: 19-2381-1  
Vend. PO #: N/A

Invoice #: 9-10-A01  
Date Submitted: 8/6/19  
Date Collected: 9/16/19

Total Inv: \$ 35,000.00 Collectable Value: \$ 35,000.00 Total Collected: \$ 34,000.00

App #	Collectable Value	Total Collected	Tot. Cash Adv./Vendors Paid	Adv. & Processing Fees:	Late Fees:	Sales Commission Fees:	Unwithheld Retainage From Prev. App:	Invoicing Fee:	Un-Adv. Final Balance:	Amount Released
1	\$ 35,000.00	\$ 34,000.00	\$ (27,960.00)	\$ (1,712.60)		\$ -	\$ -	\$ (50.00)	\$ 4,277.40	\$ 4,277.40
Total Un-Advanced Balance: \$ 4,277.40										Total Released: \$ 4,277.40

Notes:

\$1,000.00 BackCharge for Payment to Gibson Crane Services.



9/16/2019

Payment Confirmation



## Payment Confirmation

The CCD Payment request below has been transmitted successfully.

### Template Information

Template name: Handy Hands  
Request type: CCD Payment  
Company name/ID: Premier Payments / [REDACTED]  
Template description: ACH  
Debit account: \* [REDACTED] Premier Construction Services In  
Effective date: 09/17/2019  
Transmit Status: Transmitted  
Confirmation number: 4239124794

### Credit/Destination Accounts

ABA/TRC	Account	Account Type	Name	Detail ID	Amount
[REDACTED]	[REDACTED]	Checking	Handy Hands		\$4,277.40
Additional information: Escrow on App 9-10-1					
				Total:	\$4,277.40

### Approval History Information

Approval status: 1 of 1 received

Action	User ID	Date
Enter Request	TRANSFER2	09/16/2019 11:42:53 AM (ET)
Approve/Transmit Request	TRANSFER2	09/16/2019 11:42:54 AM (ET)





*Who we are and what we do...*

- Our company's roots are in construction. As former contractors we have over 20 years of expansive knowledge and experience in the industry.
- Using that knowledge and experience we have built a new kind of service for contractors.
- Our service has been designed with two main goals:
  1. Provide a more efficient billing process with timely collection of payments.
  2. Provide a cashflow service to fill the revenue gap between owner payments by allowing the contractor to draw upon approved invoices when needed.
- Allowing Premier's experienced staff to handle the billing process affords more time to focus on the job-site and provides consistent cash-flow.
- The resulting positive working environment in turn builds positive relationships between employees, subcontractors, vendors, general contractors and owners.

EXHIBIT

D



# Billing Service Flow Chart for Transactions with Premier Factoring LLC

## Exhibit B

1. Sub sends "Application for Billing" to PCB.
2. PCB receives/verifies "Application for Billing" with GC.
3. PCB generates and submits invoice to GC.
4. GC receives and verifies PCB's invoice.
5. PCB remits 50-80% payment to Sub and/or Sub's Vendors/Suppliers.



5. PCB collects 51.5% to 81.5% payment for invoice from PF Entities..



7. GC remits full face value of invoice payment to PCB.
8. PCB remits remaining balance of collected invoice to Sub



8. PCB remits 51.5% to 81.5% value of invoice payment collected plus a 3.5% factoring fee to PF Entities, as well as any late fees accumulated after 60 days at a daily rate of .0575%.





## PCB Billing and Advance Payment Service Schedule of Fees

Billing Service Subscription Schedule of Fees	
Annual Billing Submitted to PCB	Monthly Fee
Up to \$100K	\$50.00
\$101K to \$200K	\$75.00
\$201K to \$300K	\$100.00
\$301K to \$400K	\$125.00
\$401K to \$500K	\$150.00
\$501K to \$600K	\$175.00
\$601K to \$700K	\$200.00
\$701K to \$800K	\$225.00
\$801K to \$900K	\$250.00
\$901K to \$1M	\$275.00
\$1Million +	\$300 (Add \$100 per \$1Million)

Advance Payment Schedule of Fees for Labor	
Total % of Labor Collectable Value Advanced	Fee Rate per \$ Advanced
80%	4.80% of Collectable Value
70%	4.20% of Collectable Value
60%	3.60% of Collectable Value
50%	3.00% of Collectable Value
<b>Processing Fee</b>	<b>Flat Fee per Advance</b>
For Subscribers of Billing Service	\$25.00
For Non-subscribers of Billing Service	\$35.00

Premier provides subcontractors with a turnkey billing service from initial contract to collection of final payment based on a monthly subscription. Premier will provide billing services to subcontractors choosing not to participate in the monthly subscription plans but will be charged a higher rate for billing service on a per invoice basis. All fees for billing service, advance payment and vendor payment services are on the tables below.

Billing Service Schedule of Fees for Non-Subscribers	
Invoice Type	Invoicing Fee
Standard Invoice under \$10,000.00	\$35.00 per Invoice
Standard Invoice over \$10,000.00	\$50.00 per Invoice
AIA or Comparable Invoice under \$10,000.00	\$65.00 per Invoice
AIA or Comparable Invoice over \$10,000.00	\$95.00 per Invoice

Vendor Invoice Payment Schedule of Fees	
Payment from PCB to Vendor	Fee Rate per \$ Advanced
Payment to Vendor after Collection	0%
Advanced Payment to Vendor	6%
<b>Processing Fee</b>	<b>Flat Fee per Vendor Payment</b>
For Subscribers of Billing Service	\$5.00
For Non-Subscribers of Billing Service	\$10.00

\*G.C. payments collected after 45 days from Advance Payment date will begin to incur a daily late fee of .0526% of the \$ amount advanced until collection.



**Timeline of events for "Exhibit B" as documented by Application for Billing 22-1-AB03:**

1. Sub Sends "Application for Billing" to PCB.
  - 1.1 See Application for Billing 22-1-AB03 "Exhibit B.1" submitted 1/27/21.
2. PCB generates and submits Invoice to GC.
  - 2.1 See Invoice 22-1-A03 "Exhibit B.2" submitted 1/28/21.
3. PCB Remits 80% payment to Sub.
  - 3.1 See ACH Statement "Exhibit B.3" submitted 1/28/21.
4. PCB sells invoice to PF-7 and collects 81.5% payment from PF-7.
  - 4.1 See ACH Statement "Exhibit B.4" 2/11/21.
5. GC remits full face value of invoice payment to PCB.
  - 5.1 See ACH Statement "Exhibit B.5" 3/11/21.
6. PCB remits remaining balance of collected balance to Sub.
  - 6.1 See Release Statement "Exhibit B.6" 22-1-Release 3.
7. PCB remits 81.5% value of invoice payment collected plus a 3.5% factoring fee to PF-7, as well as any late fees accumulated after 60 days at a rate of .0575%.
  - 7.1 See ACH Statement "Exhibit B.7" 3/18/21.





## Exhibit B.1

**Email:** [brad@premierconstructionbilling.com](mailto:brad@premierconstructionbilling.com)

[illegible]

Total Collectable Value this AB:	\$	24,371.10
Estimated Advance Payment:	\$	19,496.88

By submitting this Application for Billing to Premier Construction Billing you the subcontractor are agreeing to all terms and all current and potential fees laid out in the subcontractor agreement and understand that all information on this application is simply a projection until verified by Premier.

Fax: (316) 440-2741



**Premier Construction Billing**

Billing Service &amp; Advanced Payment Schedule of Fees

**Exhibit B.1**

Client: W&G Construction LLC/JGD Underground, LLC.  
 Project: Spark-KC Area Underground Work (22-1)  
 Address: Various, KS 66064  
 GC: RLM Underground GC Project #: Spark

App Date: 1/27/21  
 App #: 22-1-AB03  
 Vend. PO #: N/A

Total Contract to Date: \$ 132,382.50 Total Contract Billed to Date: \$ 98,044.00

**Billing Service and Advance Payment Schedule**Advance Payment: Yes

		Un-Advanced (20% CAV)			(80% CAV)
Total Face Value this Application:	\$ <u>27,079.00</u>	Initial Balance:	\$ <u>4,868.22</u>	Total Available for Advance:	\$ <u>19,472.88</u>
Total Material Face Value:		Less Adv.1 Fees:	\$ <u>3,674.85</u>	1/28/21 Adv. 1 Payment:	\$ <u>19,472.88</u>
Total Labor Face Value:	\$ <u>27,079.00</u>	Less Adv.2 Fees:	\$ <u>-</u>	Adv. 2 Payment:	
Retainage %:	<u>10.00%</u>	Less Adv.3 Fees:	\$ <u>-</u>	Adv. 3 Payment:	
Retainage Amount:	\$ <u>2,707.90</u>	Less Adv.4 Fees:	\$ <u>-</u>	Adv. 4 Payment:	
Total Collectable Value:	\$ <u>24,371.10</u>	*Un-Advanced		Total Sub. Adv. Payments:	\$ <u>19,472.88</u>
Total Advance Value of Labor:	\$ <u>24,371.10</u>	Final Balance:	\$ <u>3,674.85</u>	Remaining Advance Available:	\$ <u>-</u>
				C.V. Fee %	Adv. Fee \$ Processing Fee \$
Sales Commission Fee:	\$ <u>-</u>	Advance Payment Breakdown		4.80%	\$ (1,168.37) \$ (25.00)
Unwithheld Retainage		1st Adv: 80%			
From Previous App:	\$ <u>-</u>	2nd Adv:			
Invoicing Fee:	\$ <u>(30.00)</u>	3rd Adv:			
Current Application Value:	\$ <u>24,341.10</u>	4th Adv:			

Item #	Vendor Holdbacks	Amount Due	Amount Advanced	Advance Date	6% Material Advance Fee
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
Vendor Totals		\$ <u>-</u>	\$ <u>-</u>		\$ <u>-</u>

**Notes:**

\$30 Wire Fee

\* Un-Advanced Balance on this application less Adv/Late fees will be released upon PCB receiving payment in full from GC.



**Exhibit B.2****Invoice**

In Association with W&amp;G Construction LLC/JGD Underground, LLC.

PO Box 389  
Derby, KS 67037  
(316) 440-2740  
[invoices@premierconstructionbilling.com](mailto:invoices@premierconstructionbilling.com)

Project Management: Williams Sanchez Gabriel  
Mobile #: (816) 824-5983  
Billing: Brad Parish  
Mobile #: (254) 592-8358

**Bill To:**

Lee Mudd  
RLM Underground  
9143 W 92nd Terrace  
Overland Park, KS 66212  
(859) 481-1962

Vendor #: W&G Construction LLC  
Project #: Spark  
Week End: 1/29/21

Invoice #:	22-1-A03
Date:	1/28/21
Payment Due by:	2/27/21
Project Name:	Spark-KC Area Underground Work
RLM Inv #:	Bonner Springs

Item	Description of Work	Units	Unit Price	\$ Amount
1	325 N 134th St going North to Riverview Ave Bore Conduit (36" minimum cove)	3736	\$ 6.50	\$ 24,284.00
2	HH (boxes)	2	\$ 250.00	\$ 500.00
3	315 N 134th St going North to Riverview Ave Rock Adder	459	\$ 5.00	\$ 2,295.00

**Special Notes and Instructions**

Please make all checks payable to: Premier Construction Billing  
Should you have any questions concerning this invoice, billing or payments, please contact:  
Brad Parish (254) 592-8358 [brad@premierconstructionbilling.com](mailto:brad@premierconstructionbilling.com)

Total Earned: \$ 27,079.00  
Retainage %: 10.00%  
Retainage Total: \$ 2,707.90

Current Payment Due: \$ 24,371.10

**Thank you for your business!**

The following invoice has been generated on behalf of W&amp;G Construction, LLC/JGD Underground, LLC.

in association with Premier Construction Billing.

All payments should be sent to Premier Construction Billing PO Box 389 Derby, KS 67037



[Print this Page](#)

## Exhibit B.3

**Transfer status:** In Process

**Confirmation Number:** 20210128B6B7HU4R012458

### Transfer Accounts

**From:** 0177 Premier Construction Bill

**To:** W&G Construction LLC (Wells Fargo Bank)

### Transfer Details

#### Send amount

Send amount: \$19,472.88

Additional fee: \$30.00

#### Transfer description

A22.1.3

#### Transfer dates

Frequency: One time, immediately

Delivery speed: Same Day

Start on date: 01/28/2021

Estimated delivery date: 01/28/2021

**Note:** The receiving bank may make funds available later than this.

#### Send email to recipient

Email to:

Email from:

Subject:

Message:



## \*Premier Constr PF-7

### Payment details

### Exhibit B.4

From	COMMERCIAL INTEREST CHECKING *****2078	Type	Commercial (CCD)
To	1 recipient	Created by	SEBASTIAN BANDASACK
Deliver On	2/12/2021	Confirmation #	M230NBWQ
Repeats	Never	Status	Company approved

To	Account	Routing number	Amount
Premier Global Simmons	Business Checking 133272976	082900432	\$19,862.45
Payment made to 1 recipient			Total \$19,862.45



7/28/2021

Bank of America | Online Banking | Accounts | Account Details | Account Activity

**Bank of America** 

Online Banking

**0177 Premier Construction Bill: Account Activity Transaction Details**

**Exhibit B.5**

**Post date:** 03/11/2021

**Amount:** 24,371.10

**Type:** Deposit

**Description:** RLM UNDERGROUND, DES:PAYROLL  
ID:0021215B0CAAE90 INDN:JGD  
UNDERGROUND LLC CO ID:1462800242 PPD

**Merchant name:** RLM UNDERGROUND,  
?

**Merchant  
information:**

**Transaction  
category:** Income: Paychecks/Salary



## Exhibit B.6

**Client:** W&G Construction LLC/JGD Underground, LLC.

GC Project #: Spark

**Date Submitted: 1/28/21**

Date Collected: 3/11/21

---

**Total Collected: \$ 24,371.10**

Total Un-Advanced Balance:	\$	3,674.85
----------------------------	----	----------

Total Released: \$ 3,644.85

\$30 Wire Fee



3/11/2021

Bank of America | Online Banking | Transfer Submitted

## Exhibit B.6

[Print this Page](#)

**Transfer status: In Process**

**Order Number: 331165948**

### Transfer Accounts

**From:** 0177 Premier Construction Bill

**To:** W&G Construction LLC (Wells Fargo Bank)

### Transfer Details

#### Send amount

Send amount: \$3,644.85

Additional fee: \$30.00

#### Transfer description

E22.1.A3

#### Transfer dates

Frequency: One time, immediately

Delivery speed: Same Day

Start on date: 03/11/2021

Estimated delivery date: 03/11/2021

**Note:** The receiving bank may make funds available later than this.

#### Send email to recipient

Email to:

Email from:

Subject:

Message:





**Simmons  
Bank.**

**Exhibit B.7**

## ACH Recipient Activity ACH Recipients

Type to filter **Q**

Recipient Name ⇅	Record Type ⇅	Transaction ID / Batch Name ⇅	Account ⇅	CR/DR ⇅	Reversal ⇅	Amount ⇅	Hold ⇅	Prenote ⇅	Effective Date ⇅
PF 7 LLC	Payment	<u>A0000000945667</u>	03802078	Credit	No	\$20,557.64	No	No	03/19/2021
Viewing 1 - 1 of 1 recipients									25 ▼



**Explanation of Fee Schedule for "Exhibit C":**

1. Premier offers a billing subscription service that covers all of a subcontractor's invoicing regardless of the type of invoice required by a general contractor or number of invoices produced at any given time. There is a monthly fee for this service that is determined by the annual volume of contracted work that is submitted to Premier for billing.
  - 1.1 See Billing Service Subscription Schedule of Fees on "Exhibit C".
2. If a Subcontractor elects not to participate in the monthly subscription plan, Premier will provide billing services, but at a higher per invoice rate based off the dollar amount of the invoice and the complexity of work required to create the invoice.
  - 2.1 See Billing Service Schedule of Fees for Non-Subscribers on "Exhibit C".
3. Premier offers an Advanced Payment option on approved invoices. Subcontractors have an option of receiving anywhere from 50% to 80% of the Collectable Value of a verified invoice.
  - 3.1 See Advance Payment Schedule of Fees for Labor on "Exhibit C".
    - 3.1.1 There is an additional one-time processing fee of \$25 per advance for subscribers of the billing service and \$35 for non-subscribers of the billing service.
4. Premier assists subcontractors with the payment of vendors and suppliers that provide the subcontractor with materials and services that are utilized in the fulfillment of the work being billed by Premier for the subcontractor.
  - 4.1 See Vendor Invoice Payment Schedule of Fees on "Exhibit C".
    - 4.1.1 If payment is collected from general contractor before vendor invoice is due, Premier will pay the vendor at no charge. If Premier has not yet received payment from the general contractor when vendor invoice is due, Premier will pay vendor invoice and charge the subcontractor 6% per dollar advanced.
    - 4.1.2 Any payments to vendors on behalf of subcontractors have an addition one-time processing fee of \$5.00 for subscribers of the billing service and \$10.00 for non-subscribers of the billing service.



**Cash Flow Analysis for Premier per Exhibit B examples:**

• Total Amount Invoiced	\$ 24,371.10
• Total Amount Advanced	\$ -19,472.88
• Total Payment Received	\$ 24,371.10
• Remaining Balance sent to Subcontractor	\$ -3,644.85
• Gross Profit over 43 Days	\$ 1,253.37 (5.1% Profit)

(5.1% over 43 days = 43.3% Annualized)



**Cash Flow Analysis for PF-7 per Exhibit B examples:**

• Total Amount of Purchase	\$ -19,962.45
• Total Amount Received	\$ 20,557.64
• Gross Profit over 38 days	\$ 695.19 (3.5% Profit)

(3.5% over 38 days = 33.6% Annualized)



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IN THE DISTRICT COURT OF OKLAHOMA COUNTY

STATE OF OKLAHOMA

OKLAHOMA DEPARTMENT OF )  
SECURITIES, ex rel MELANIE )  
HALL, )  
 )  
Plaintiff, )  
 )  
VS. )  
 )  
PREMIER GLOBAL CORPORATION, )  
et al., )  
 )  
Defendants. )

Case No. CJ-2021-4397

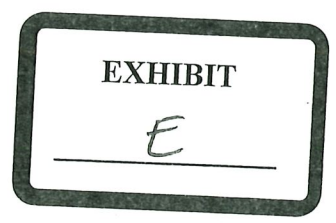
\*\*\*\*\*

TRANSCRIPT OF PROCEEDINGS  
OF PLAINTIFF'S APPLICATION FOR ORDER  
ENFORCING ADMINISTRATIVE SUBPOENAS  
HAD ON THE 22ND DAY OF MARCH 2022  
BEFORE THE HONORABLE DON ANDREWS  
DISTRICT JUDGE

\*\*\*\*\*

REPORTED BY:

SCOTT WILMETH, CSR, RPR  
OFFICIAL COURT REPORTER  
OKLAHOMA COUNTY COURTHOUSE, ROOM 359  
OKLAHOMA CITY, OK 73102





1 THE COURT: They're not?

2 MR. RUSSELL: Not necessarily. First off,  
3 once an invoice is completed, it's in storage, for one  
4 thing.

5 THE COURT: Is it in cyber storage or is it  
6 in --

7 MR. RUSSELL: No, it's in paper storage.

8 THE COURT: In paper storage?

9 MR. RUSSELL: Yes. There are some more recent  
10 ones in which they are moving towards an electronic  
11 platform to do this, but many of them are simply paper,  
12 so -- most of them are paper. This is beyond what is  
13 necessary to be able to test the records that currently  
14 exist.

15 And frankly, I probably would even say the  
16 reason we didn't want to provide just an invoice, so if  
17 I were to provide simply the underlying invoice that  
18 says the ABC Drywall Company billed the apartment  
19 company \$15,000 for the drywall work that they did, and  
20 Premier has a bill for \$15,000 and that's the invoice  
21 that got factored, you're not going to be able to find a  
22 single bank record that's going to show \$15,000 on it,  
23 because it would have been factored at 80 percent. The  
24 transactions would be 81 and a half percent between the  
25 factoring entity and Premier. So if you're going to try



1 to match up a number off an invoice, you're not going to  
2 be able to do that; not with a bank record, at least.

3 THE COURT: Well, you understand the  
4 department's argument that the bank records are a little  
5 vague. And, I mean, it's there, it's provided, but  
6 there's not much substance to it.

7 MR. RUSSELL: They don't necessarily identify.  
8 The transaction reports from QuickBooks do identify the  
9 names of contractors.

10 THE COURT: Okay. Is the QuickBooks report  
11 beneficial?

12 MR. MULLINS: Your Honor, again, QuickBooks is  
13 one of those things that, yes, it's helpful,  
14 particularly to small businesses, but it is also a  
15 function of you get out what you put into it.

16 THE COURT: Sure.

17 MR. MULLINS: So, yes, I could also run back  
18 to the office and finish up some QuickBooks and --

19 THE COURT: You could couch that any way you  
20 wanted to?

21 MR. MULLINS: Absolutely, absolutely. That's  
22 why, under any Gass rules (sic), it's source documents,  
23 source documents, source documents. I mean, we can't --  
24 you know, if something happens, and I'm not saying it  
25 would or will, but we can't just say, "Well, you know,



## Jennifer Shaw

---

**From:** Shaun Mullins  
**Sent:** Friday, April 1, 2022 10:42 AM  
**To:** Andrew J. Hofland; John Russell  
**Cc:** Jennifer Shaw; Patty Labarthe  
**Subject:** Premier Journal Entry: Oklahoma Dept. of Securities v. Premier et al, CJ-2021-4397 (Dist. Ct. Okla. County)  
**Attachments:** Journal Entry April 2022.docx; Journal Entry April 1 2022.pdf

Good Afternoon A.J.,

Thank you for the response. As you will see, attached is both a word doc version and a pdf version of the journal entry response you provided with only a few minor changes. If acceptable please return a signed version to us and we will submit it to the Court. Before submitting it to the Court, please confirm your agreement that the phrase "...and the supporting documents relating to the factoring of said invoices" in the third paragraph includes all factoring related:

- subcontractor applications for factoring or billing,
- billing service and advance payment fee schedules, and
- balance release statements.

We believe these are consistent with both the intent and order of Judge Andrews to require production of related documents through the "life cycle" of each factored invoice. Thanks,

### Shaun Mullins | Attorney

Oklahoma Department of Securities

Office: [REDACTED] | Fax: [REDACTED]

[securities.ok.gov](http://securities.ok.gov) | [investedok.org](http://investedok.org)



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[Investedok.org](http://Investedok.org) is an unbiased investor education resource sponsored by the Oklahoma Securities Commission and the Oklahoma Department of Securities.

EXHIBIT

F



## Jennifer Shaw

---

**From:** Andrew J. Hofland [REDACTED]  
**Sent:** Thursday, April 14, 2022 8:14 AM  
**To:** Patty Labarthe; Shaun Mullins; Jennifer Shaw  
**Cc:** John Russell  
**Subject:** [EXTERNAL] Premier-ODS: Agreed Journal Entry  
**Attachments:** Journal Entry April 1 2022.pdf

Patty, Shaun, and Jennifer,

Thanks for your patience while we reviewed the hearing transcript and conferred amongst us to reconcile our notes.

We agree with your proposed Journal Entry from April 1 and are in agreement with understanding of the categories of documents that constitute "supporting documents" as referenced in the body of your April 1 email. A signed version of the journal entry approved for entry is attached.

Following up on our conversation and as I alluded to in my previous email, I think we were talking past each other on our last call. As we discussed on the call; our concern was the perceived expectation that the ODS was looking for the universe of billing services documents that might have secondary or tertiary relation to an invoice. As you clarified on the call, the three categories requested came from the titles of the three types of documents in the factoring example we provided you in July 2021. Working from that example, we're on the same page.

Again, thanks for your patience while we worked through this.

Kind regards,

AH



**Andrew J. Hofland | Shareholder | GableGotwals**

(w) [REDACTED] (f) [REDACTED]  
110 N. Elgin Ave., Ste. 200  
Tulsa, OK 74120-1495 | USA | Bio | Download vcard | [www.gablelaw.com](http://www.gablelaw.com) |   

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Application # 20-12018**PREMIER  
CONSTRUCTION SERVICES**

Construction Billing Specialist

**Application For Billing Service**Project Name: Casey's General StoreAddress: \_\_\_\_\_ City: Yukon State: OK Zip: \_\_\_\_\_Customer Name: Zernco, IncAddress: \_\_\_\_\_ City: Wichita State: KS Zip: 67210

(A) Face Value of Payment Application:	\$	30,548.40	(1) Advance Fee:	\$	1,319.69
(B) Retainage: (if applicable) 10%	\$	3,054.84	(2) Processing Fee: Non Subscriber	\$	35.00
(C) Collectable Value:	\$	27,493.56	(3) Invoicing Fee: 10K+	\$	50.00
(D) Advance Payment:	\$	21,994.85	(4) Total Fees:	\$	1,404.69
(E) Preliminary Balance:	\$	5,498.71	(5) Remaining Available Balance:	\$	4,094.02

**SCHEDULE OF VALUE**

Enter the scope of work with the brief description of service and applicable supplies, tools, or equipment used for what was completed in this period, in the description of work column. The scheduled value column should total to equal the total contract value. In the % of work complete column, enter the total percentage of work you will have completed by the end of the pay period.

ITEM NO.	Description of Work	Scheduled Value	% of Work Complete
1	Final payment for framing labor and fasteners	\$ 30,548.40	100.00%
2	10% Retainage held by customer	\$ (3,054.84)	100.00%
3			
4			
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6			
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Applicant

NAME: Handy Hands ConstructionDATE: 7/10/2020

EXHIBIT

G

CONFIDENTIAL

PREMIER\_00027860



**Premier Construction Services**

620 N Mulberry  
Derby, KS 67037  
(316) 440-2740  
[www.premierglobalcorp.com](http://www.premierglobalcorp.com)

**INVOICE**

**BILL TO** Zernco, Inc

██████████  
Wichita KS 67210

**NO:** 20-12018

**DATE:** 7/14/2020

**TERMS:** Net 45

---

**PROJECT** Casey's General Store - Yukon, OK

ACTIVITY	QTY	RATE	AMOUNT
Final payment for framing labor and fastners	1	\$ 30,548.40	\$ 30,548.40
10% Retainage held by customer	1	\$ (3,054.84)	\$ (3,054.84)
Installed by Handy Hands Construction			

Thank you for your business. We look forward to working with you in the future.

**BALANCE DUE \$ 27,493.56**



# \*Premier Constr PF-3

## Payment details

From	COMMERCIAL INTEREST CHECKING *****	Type	Commercial (CCD)
To	1 recipient	Created by	SEBASTIAN BANDASACK
Deliver On	7/16/2020	Confirmation #	QG9MUEHM
Repeats	Never	Status	Company approved

To	Account	Routing number	Amount
Premier Global Simmons	Business Checking		\$22,407.25

Payment made to 1 recipient	Total	\$22,407.25
-----------------------------	-------	-------------



# PF-3, LLC

## Transaction Report

All Dates

DATE	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT
Factored Invoices					
12/23/2020	Premier Global Corp.	Receipt of PCS app 20-12018	Factored Invoices	Business Checking	-22,407.25
Total for Factored Invoices					\$ -22,407.25
TOTAL					\$ -22,407.25



# PF-3, LLC

## Transaction Report

All Dates

DATE	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT
Invoice Factoring Income					
12/23/2020	Premier Global Corp.	Receipt of PCS app 20-12018	Invoice Factoring Income	Business Checking	2,059.79
Total for Invoice Factoring Income					\$2,059.79
TOTAL					\$2,059.79



PF 3 LLC

R 20 12018

[REDACTED]

Checking

[REDACTED]

CR

\$24,467.04

[REDACTED]



IN THE DISTRICT COURT OF OKLAHOMA COUNTY

STATE OF OKLAHOMA

OKLAHOMA DEPARTMENT OF )  
SECURITIES, ex rel MELANIE )  
HALL, )

Plaintiff, )

VS. )

Case No. CJ-2021-4397

PREMIER GLOBAL CORPORATION, )  
et al., )

Defendants. )

\*\*\*\*\*

TRANSCRIPT OF PROCEEDINGS

OF PLAINTIFF'S APPLICATION FOR ORDER

ENFORCING ADMINISTRATIVE SUBPOENAS

HAD ON THE 22ND DAY OF MARCH 2022

BEFORE THE HONORABLE DON ANDREWS

DISTRICT JUDGE

\*\*\*\*\*

REPORTED BY:

SCOTT WILMETH, CSR, RPR  
OFFICIAL COURT REPORTER  
OKLAHOMA COUNTY COURTHOUSE, ROOM 359  
OKLAHOMA CITY, OK 73102

EXHIBIT

H



1 THE COURT: How many transactions would you  
2 estimate that is? How many invoices?

3 MR. RUSSELL: Conservatively, it's between 30  
4 and 100 a day, so say conservatively, it's 30. That  
5 would be 3900 different invoices. And if you have 3900  
6 invoices and it's another 30 pages, 60 pages per invoice  
7 for all the documents that have to be created, then  
8 you're talking, I don't know, about 120, 130,000 pieces  
9 of paper.

10 Frankly, it's insanity, Your Honor. That's  
11 not a sample. 52 days out of a year is not a sample.  
12 I'm not an auditor, but I'm pretty confident that no  
13 auditor would require that type of a sample of any  
14 company to try to verify. They just wouldn't. You  
15 don't need it.

16 THE COURT: Do you have the ability to produce  
17 all the invoices?

18 MR. RUSSELL: Just the raw invoice?

19 THE COURT: The raw invoice.

20 MR. RUSSELL: I'm sure we can.

21 THE COURT: For this entire --

22 MR. RUSSELL: For the whole 700 some days?

23 THE COURT: I would assume those are  
24 maintained in one area.

25 MR. RUSSELL: No, they're not.